

70-0-11 ✓
62-71

LENA E. FITCH

of Waterville, Kennebec County, State of Maine
 (being ~~xxx~~ married), for consideration paid, grant s to FOLSHORT PROPERTIES, a Vermont
 General Partnership consisting of Mark K. Foley, Sr. and
~~xxx~~ Howard H. Shortsleeve, Jr. ~~xxxxxx~~ of Rutland, Vermont
 with Warranty Covenants

the land in Waterville, Kennebec County, State of Maine, bounded
 and described as follows:

008375

TRANSFER
TAX
PAID

Beginning at a steel pipe on the southerly line of land of Robert M. Thompson said pipe being N 85° 50' E, 180 feet from an iron rod on the easterly right-of-way line of North Main Street (SCH File 6-111) which rod marks the southwesterly corner of land of said Thompson; thence southerly parallel with the east line of Main Street E 20.10 feet along the easterly line of property retained by Bank of Maine, N.A.; thence N 85° 50' E (maintaining a distance of 20 feet measured at right angles from the southerly line of said Robert M. Thompson) 174.68 feet; thence N 27° 30' E, 23.50 feet to an iron pipe at said Thompson's southeasterly corner; thence S 85° 50' W in the southerly line of said Thompson 189 feet to the point of beginning.

Also another lot or parcel of land with buildings thereon bounded and described as follows: Commencing at a point which is 40.20 feet southerly (along a line parallel with the east line of Main Street) of the steel pipe marking the beginning point in the parcel first above described; thence southerly along a line parallel with the east line of Main Street and 180 feet easterly thereof 75.80 feet, more or less, along the easterly line of property retained by Bank of Maine, N.A. to a steel pipe; thence S 85° 50' W, 30 feet by the southerly line of said Bank of Maine, N.A.'s retained property to a steel pipe in the northeasterly corner of property now or formerly owned by Benjamin and Marion Hains; thence southerly in the easterly line of said Hains along a line parallel with the east line of Main Street and 150 feet easterly thereof 85 feet to a steel pipe in the northerly line of land of Gannet Publishing Company; thence N 85° 50' E, 247 feet, more or less, by land of said Gannet Publishing Company to an iron rod in the westerly line of other land of said Thompson; thence turning an interior angle to the left of 90° and running northerly by said Thompson 200 feet to a point 28 feet southwesterly of an iron rod in the southerly line of said Armory Road; thence S 27° 30' W, 46.32 feet in the southeasterly line of property retained by Bank of Maine, N.A. and constituting a right of way; thence S 85° 50' W in the southerly line of land retained by Bank of Maine, N.A. and constituting a right-of-way 207.36 feet to the point of beginning.

Also a right-of-way in common with Bank of Maine, N.A. and others over a strip of land lying between the first and second parcels hereinabove described for purposes of ingress and egress on foot and by vehicle, the westerly bound of which being in line with the westerly bound of the first and second parcels above described and having a width of 20 feet at it runs easterly and westerly and the northeasterly bound or terminus thereof being the southwesterly line of Armory Road. The last 28 feet of the southeasterly bound of said right-of-way in this area being an extension N 27° 30' E of the northwesterly bound of the property described in the second parcel above; the right-of-way in this area and its terminus on Armory Road being 40 feet in width as it runs northeasterly and southwesterly.

Also a right-of-way for the purpose of egress and ingress on foot and by vehicle in common with Bank of Maine, N.A. and others across land of Bank of Maine, N.A. which lies between the parcel herein conveyed and said Main Street. Said right-of-way is not defined in width but shall conform to the traffic pattern as now used or as may be lawfully required by State or Municipal highway officials or for the best interest of

Bank of Maine, N.A. and grantee and any changes necessary or desirable in the traffic flow may be made by Bank of Maine, N.A. at the expense of Bank of Maine, N.A. And in case of change of the traffic pattern, the grantee shall have at least a minimum width of 20 feet for access to and from said Main Street.

Also the use of a certain sewer easement in common with Gannet Publishing Company and others and subject to the terms of said easement as set forth in a certain document entitled "Agreement and Mutual Easements" by and between Gannet Publishing Company and Nicholas P. Saporita and Marjorie V. Saporita dated January 15, 1971 and recorded in Kennebec Registry of Deeds, Book 1540, Page 759.

Also an easement to lay, maintain, repair, alter or remove existing sewer lines and to use the same for sewerage purposes as described in exceptions and reservations in deed from Nicholas P. Saporita to Michael Sheremeta dated April 4, 1968 and recorded in said Registry, Book 1464, Page 277 together with a similar easement under and upon the property of Bank of Maine, N.A. lying between the first and second parcels herein granted, said easement being in the area now in use for such sewer purposes, said easement to be 15 feet in width.

Also an easement and privilege to use 16 parking spaces (each to be of a reasonable area for the purpose) on other property of Bank of Maine, N.A. adjacent to and westerly of the demised premises as long as the said demised property is used as a cinema, such parking spaces shall be utilized during non-banking hours and to be located as Bank of Maine, N.A. may determine; provided, however, that the same shall be so located as to be reasonably usable and effective for patrons of the aforesaid cinema.

Excepting and reserving an easement in common with Gannet Publishing Company and others including the grantee, 10-foot strip of land along the easterly side of the property herein conveyed (the easterly line of said property being the easterly bound of the right-of-way) for use, construction and repair of a sewer as more particularly described in the aforesaid document dated January 15, 1971 and recorded in said Registry, Book 1540, Page 759 together with the right to enter the property herein conveyed to the grantee to maintain, repair or alter said existing sewer line running from land of said Gannet Publishing Company to Armory Road.

Excepting and reserving an easement to lay, maintain and use an electric cable underground on property running from the easterly line of Benjamin and Marion Hains to the theater building located on said demised premises granted by said Bank of Maine, N.A. to Central Maine Power Company as recorded in said Registry.

Being the same premises conveyed to the within grantor, Lena E. Fitch by deed of Bank of Maine, N.A. recorded in said Registry, Book 1891, Page 14.

Bernard Fitch, spouse ~~Wife~~ of said grantor, joins as grantor and releases all rights ~~by descent and all other rights~~ in the premises being conveyed.

Witness our hands and seals this	15 th day of April 1987
<u>Deanley Veilley</u>	<u>Lena E. Fitch</u>
<u>Deanley Veilley</u>	<u>Bernard Fitch</u>

The State of Maine

Kennebec ss.

1987

Then personally appeared the above named Lena E. Fitch

and acknowledged the foregoing instrument to be her free act and deed.

TIMOTHY R. O'DONNELL
 ATTORNEY AT LAW
 Notary Public - Maine
 Justice of the Peace - Attorney at Law - Notary Public



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